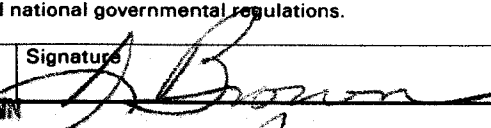
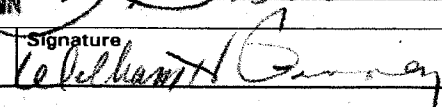


REPORT ANY UNRECOVERED DISCHARGE EQUAL TO OR IN EXCESS OF EACH HAZARDOUS WASTE ASSIGNED "RQ" VALUE TO NATIONAL RESPONSE CENTER 800-424-8802		REPORTABLE QUANTITY VALUE 1 = 5000 LBS. 4 = 10 LBS. 2 = 1000 LBS. 5 = 1 LB. 3 = 100 LBS.		CHEM TREC = 800-424-9300 EPA HOTLINE = 800-424-9346 CDC POISON CENTER = 404-635-5313 DOT = 202-426-1830		PLACARDS PROVIDED	
---	--	--	--	--	--	--------------------------	--

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2000-0404. Expires 7-31-86

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator's US EPA ID No. NOT REQUIRED		Manifest Document No. 1070		2. Page 1 of 1		Information in the shaded areas is not required by Federal law.					
3. Generator's Name and Mailing Address ALASKAN COPPER WORKS 628 SOUTH HANFORD SEATTLE, WA 98124						A. State Manifest Document Number							
						B. State Generator's ID							
4. Generator's Phone (NA) 98124 206-623-5800 Mr. James C. Brown						C. State Transporter's ID							
5. Transporter 1 Company Name TECREP INC.						D. Transporter's Phone 801-486-9100							
6. US EPA ID Number LUTD980807648						E. State Transporter's ID NVT PCB 023							
7. Transporter 2 Company Name						F. Transporter's Phone							
8. US EPA ID Number						G. State Facility's ID							
9. Designated Facility Name and Site Address U.S. ECOLOGY 10 MILES S.E. BEATTY, NV.						H. Facility's Phone 702-553-2203							
11. US DOT Description (Including Proper Shipping Name, Hazard Class, and ID Number) a. POLYCHLORINATED BYPHINELS CAPICATORS ORM-E UN2315 b. c. d.						12. Containers		13. Total Quantity		14. Unit Wt/Vol		15. Waste No.	
						No.		Type					
						2		DM		450		WT	
J. Additional Descriptions for Materials Listed Above						K. Handling Codes for Wastes Listed Above DSP							
15. Special Handling Instructions and Additional Information GENERATORS STATEMENT NOT REQUIRED													
16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national governmental regulations.													
Printed/Typed Name						Signature		Date					
ALASKAN COPPER WORKS								9/17/85					
17. Transporter Acknowledgment For Receipt of Materials						Signature		Date					
TECREP INC.								9/17/85					
18. Transporter Acknowledgment For Receipt of Materials						Signature		Date					
TECREP INC.													
19. Discrepancy Indication Space													
20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.													
Printed/Typed Name						Signature		Date					

WASTE SERVICES AGREEMENT

THIS WASTE SERVICES AGREEMENT (Agreement) is made and entered into this 17th day of september, 1985, by and between ALSKAN COPPER WORKS (GENERATOR),
_____, a WASHINGTON corporation, and _____
TECREP, INC., _____
(DISPOSER), a UTAH corporation.

W I T N E S S E T H:

WHEREAS, GENERATOR generates or has accumulated certain waste materials and residues (hereinafter referred to collectively as "Waste") from its operations and desires to dispose of such Waste; and

WHEREAS, DISPOSER is in the Waste disposal business and possesses expertise in the handling, transporting, treating, storing and disposing of Waste, and desires to accept GENERATOR's Waste for disposal;

NOW, THEREFORE, in consideration of the mutual and dependent promises contained herein, GENERATOR and DISPOSER agree as follows:

ARTICLE I

WASTE

During the term of this Agreement, GENERATOR shall deliver to DISPOSER Waste generated at such locations and at such times and in such quantities as are designated in Schedule "A", attached hereto and by this reference made a part hereof. The chemical composition and physical characteristics of such Waste are as set forth in Schedule "B", attached hereto and by this reference made a part hereof.

ARTICLE II

WASTE SERVICES

DISPOSER shall, with respect to the Waste which is the subject of this Agreement, provide GENERATOR the following services, as indicated:

☒

Loading of Waste onto transportation vehicles, cars or vessels;

☒

Transportation of Waste from the location(s) designated in Schedule "A" to the permitted storage facility (or facilities) designated in Schedule "A";

☐

Transportation of Waste from the location(s) designated in Schedule "A" to the permitted disposal facility (or facilities) designated in Schedule "A";

☒

Disposal of Waste, in the manner described in Schedule "A", at the permitted disposal facility (or facilities) designated in Schedule "A".

ARTICLE III
DELIVERY AND ACCEPTANCE

GENERATOR shall tender delivery of Waste to DISPOSER at such times and locations and in such quantities as are designated in Schedule "A". GENERATOR shall concurrently tender to DISPOSER such completed documents, shipping papers or manifests as are required for the lawful transfer of such Waste to DISPOSER. DISPOSER shall have the right to inspect, sample, analyze or test any such tendered Waste before acceptance thereof, and DISPOSER may reject or accept non-conforming Waste (subject to Article VIII hereof). DISPOSER shall accept all tendered Waste which conforms to this Agreement and to Schedule "B".

ARTICLE IV
LOADING AND TRANSPORTATION

If DISPOSER is to provide loading or transportation services hereunder, DISPOSER shall load or stow and transport Waste to the storage or disposal facility (or facilities) designated in Schedule "A". As between the parties, the selection of transportation vehicles or vessels, times of travel and routes shall be solely determined by DISPOSER, unless otherwise designated in Schedule "A".

ARTICLE V
STORAGE AND DISPOSAL

DISPOSER shall dispose of all Waste hereunder at the permitted disposal facility (or facilities) designated in Schedule "A". DISPOSER shall utilize those general storage, treatment and disposal methods specified in Schedule "A"; however, as between the parties, DISPOSER shall be solely responsible for determining the specific times and techniques for storage, processing, treatment and disposal of such Waste.

If DISPOSER is to provide interim storage of the Waste at the storage facility (or facilities) designated in Schedule "A", prior to transportation of such Waste to the disposal facility (or facilities) designated in Schedule "A", DISPOSER shall store such Waste at such storage facility (or facilities) for a period of time not to exceed ninety (90) days, unless some other period of time is specified in Schedule "A".

DISPOSER shall not use, distribute or sell any of the Waste, or any component or residue thereof.

Without restricting or being restricted by any other provision hereof, all storage and/or disposal by DISPOSER hereunder shall be conducted in accordance with any and all applicable laws, regulations and ordinances, including, without

restriction, those related to safety, health and/or the environment.

ARTICLE VI

FEE; PAYMENT

The fee which GENERATOR shall pay to DISPOSER for all services hereunder, shall be as set forth on Schedule "C", attached hereto and by this reference made a part hereof. DISPOSER shall submit statements to GENERATOR and GENERATOR shall pay such statements within thirty (30) days of receipt thereof by GENERATOR.

ARTICLE VII

TERM

This Agreement shall become effective on the date hereof and, subject to the provisions of Article XV, it shall continue in full force and effect unless terminated by either party by giving at least sixty (60) days prior written notice to the other party. No termination or cancellation of this Agreement, whether or not arising under this Article, shall constitute a termination, cancellation, waiver or limitation of any right of either party against the other party accruing at or prior to the time of such termination or cancellation.

ARTICLE VIII

NON-CONFORMING WASTE

Waste shall be considered to be non-conforming, for purposes of this Agreement, if and only if (i) such Waste is not in accordance with the descriptions, limitations or specifications set forth in Schedule "B"; or (ii) such Waste has constituents or components not specifically identified in Schedule "B" (a) which substantially increase the nature or extent of the hazard of such Waste, as well as the risk undertaken by DISPOSER in agreeing to handle, load, transport, store, treat or dispose of such Waste, or (b) for the storage, treatment or disposal of which the disposal facility designated in Article I hereof is not permitted.

If DISPOSER rejects Waste, the delivery of which has been tendered to it hereunder, DISPOSER shall orally notify GENERATOR, within twenty-four (24) hours after such tender of delivery, of the manner in which such Waste is non-conforming and shall confirm such oral notification in writing to GENERATOR within five (5) days.

If DISPOSER accepts Waste hereunder, but determines within twenty-four (24) hours thereafter that such Waste is non-conforming, DISPOSER may revoke its acceptance of such non-conforming Waste. In revoking its acceptance of such

non-conforming Waste, DISPOSER shall orally notify GENERATOR of the manner in which such Waste is non-conforming and shall confirm such oral notification in writing to GENERATOR within five (5) days.

The failure of DISPOSER to reject or revoke acceptance of Waste hereunder, in the manner provided for in this Article, shall be conclusively deemed to be acceptance thereof.

If DISPOSER rejects or revokes acceptance of Waste hereunder, GENERATOR may notify DISPOSER of GENERATOR's intent to test such Waste to verify the alleged non-conformity or to correct any improper containerization, marking or labeling. Such testing shall be completed within ten (10) days of GENERATOR's receipt of the rejection or revocation of acceptance notice.

If GENERATOR's test verifies that such Waste is non-conforming for the reasons stated in DISPOSER's notice, or if GENERATOR elects to accept DISPOSER's determination without conducting a verification test, then GENERATOR and DISPOSER shall, in good faith, attempt to amend Schedule "A" to provide for the handling of such non-conforming Waste hereunder. If the parties are unable, within a reasonable period of time after rejection or revocation of acceptance (including any time provided for correction or testing), to agree on necessary

amendments, then (i) as to non-conforming Waste which has been rejected, DISPOSER shall have no obligation to accept delivery thereof; and (ii) as to non-conforming Waste, the acceptance of which has been revoked, DISPOSER shall prepare same for lawful transportation and promptly return same to GENERATOR, and GENERATOR shall pay DISPOSER its actual, reasonable expenses and charges for handling, loading, preparing, transporting, storing and caring for such non-conforming Waste returned to GENERATOR.

If GENERATOR's test discloses that such Waste conforms to this Agreement and to Schedule "B", and DISPOSER does not thereupon promptly withdraw its notice of rejection or revocation of acceptance, then GENERATOR and DISPOSER shall have such Waste tested by a mutually acceptable third party and the results of such test shall be binding upon the parties. If such test discloses that such Waste is non-conforming for the reasons stated in DISPOSER's notice, then GENERATOR shall bear the cost of such test and DISPOSER's rights and obligations with respect to such non-conforming Waste shall be as set forth in the preceding paragraph. However, if such test discloses that such Waste conforms to the Agreement and Schedule "B", then DISPOSER shall bear the cost of such test and it shall handle, transport, treat, store and/or dispose of such Waste in the manner required by this Agreement, and shall reimburse GENERATOR for the actual, reasonable expenses incurred by GENERATOR by reason of DISPOSER's rejection or revocation of acceptance of such Waste.

ARTICLE IX
TITLE TO WASTE

Title, risk of loss and all other incidents of ownership to the Waste subject to this Agreement shall be transferred from GENERATOR and shall pass to and vest in DISPOSER at such time as DISPOSER takes possession and control of such Waste; provided, however, that title, risk of loss and all other incidents of ownership to non-conforming Waste, as defined in Article VIII hereof, subject to the remaining provisions of Article VIII hereof, shall be deemed to revest in GENERATOR at the time revocation of acceptance is communicated to GENERATOR.

ARTICLE X
INDEPENDENT CONTRACTOR

DISPOSER is and shall perform this Agreement as an independent contractor and, as such, shall have and maintain exclusive control and direction over all of its employees, agents and operations. Neither DISPOSER nor anyone employed by DISPOSER shall be, represent, act, purport to act or be deemed to be GENERATOR's agent, representative, employee or servant.

DISPOSER assumes full and exclusive responsibility for the payment of any and all premiums, contributions, payroll taxes and other taxes now or hereafter required by any federal, state

or local laws or regulations as to all personnel engaged in the performance of the work and services rendered hereunder and agrees to comply with all applicable federal, state and local laws and regulations relating to social security, unemployment compensation or other laws of like nature.

ARTICLE XI

DISPOSER WARRANTIES

DISPOSER represents, warrants and guarantees to GENERATOR that:

(a) DISPOSER understands the currently known hazards and risks which are presented to persons, property and the environment in the handling, transportation, storage, treatment, processing and disposal of Waste as described by GENERATOR in Schedule "B"; and

(b) DISPOSER is engaged in the business of the regular handling, transportation, storage, treatment, processing and disposal of Waste, and has developed the requisite expertise therefor; and

(c) DISPOSER shall handle, load, stow, transport, store and dispose of the Waste in a safe and workmanlike manner and in full compliance with all governmental laws, regulations,

ordinances, orders, rules and regulations of the federal, state and local governments in whose jurisdictions such activities are performed under this Agreement; and

(d) Any and all vehicles or vessels, Waste containers and personnel to be provided by DISPOSER in the performance of this Agreement have obtained or shall obtain all permits, licenses, certificates or approvals required to comply with valid and applicable statutes, ordinances, orders, rules and regulations of the federal, state and local governments; and

(e) The storage or disposal facility (or facilities) described in Schedule "A" has(have) been issued all permits, licenses, certificates or approvals required by valid and applicable statutes, ordinances, orders, rules and regulations of the federal, state and local governments in which such disposal facility (or facilities) is(are) located, necessary to allow such disposal facility (or facilities) to accept and store, treat, process and dispose of the Waste described by GENERATOR in Schedule "B".

(f) If the storage or disposal facility (or facilities) described in Schedule "A" loses its(their) permitted status hereafter during the term of this Agreement, DISPOSER shall promptly notify GENERATOR in writing of such loss. Such notice shall not in any manner waive or limit any obligation or

liability of DISPOSER arising under or in connection with this Agreement.

ARTICLE XII

GENERATOR WARRANTIES

GENERATOR represents, warrants and guarantees to DISPOSER that:

(a) The description of the Waste in Schedule "B" is true and correct and the Waste to be transferred to DISPOSER hereunder shall conform to such description; and

(b) Containers of Waste transferred to DISPOSER shall be marked, labeled and otherwise in conformance with governmental laws, regulations and orders; and

(c) GENERATOR holds clear title to all Waste to be transferred hereunder; and

(d) GENERATOR is under no legal restraint or order which would prohibit transfer of possession or title to such Waste to DISPOSER for transportation and storage or disposal; and

(e) If the Waste is hazardous Waste as defined pursuant to Section 3001 of the Resource Conservation and

Recovery Act (Act), GENERATOR has made any notifications required by Section 3010 of the Act and GENERATOR shall comply with pertinent regulatory requirement established pursuant to Section 3002 of the Act, including the manifest requirement; and

(f) If the Waste is, or contains, hazardous substances as defined pursuant to Section 101 (14) of the Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), GENERATOR shall advise DISPOSER, in writing, prior to tendering or delivering to DISPOSER any vehicular load of Waste containing a reportable quantity of any hazardous substance or substances pursuant to Section 102 of CERCLA, specifying those hazardous substances present in a reportable quantity.

ARTICLE XIII

NOTICE OF VIOLATIONS

DISPOSER shall immediately notify GENERATOR in writing of any and all lawsuits, claims, notices of violation, citations, petitions, orders or proceedings which relate in any way to the services or storage or disposal facility (or facilities) referred to in this Agreement and/or described in Schedule "A" whether administrative, civil or criminal, and whether initiated or made pursuant to federal, state or local law. Such notice shall state the nature of the lawsuit or proceeding and shall contain a copy

of such document. Additionally, DISPOSER shall state its position with regard to such matter and shall keep GENERATOR fully informed on a regular basis as to any and all developments in the matter.

ARTICLE XIV
INDEMNIFICATION

DISPOSER agrees to indemnify, save harmless and defend GENERATOR, its parent and/or subsidiaries and/or affiliates, along with any of its(their) officers, directors, stockholders, agents and employees, from and against any and all liabilities, claims, penalties, demands, fines, forfeitures, suits, causes of action and the costs and expenses incident thereto (including, without limitation, costs of defense, settlement and reasonable attorneys' fees), which GENERATOR may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations, ordinances or orders, arising directly or indirectly out of or in connection with (i) DISPOSER's breach of any term or provision of this Agreement; or (ii) any negligent or willful act or omission of DISPOSER, its employees or subcontractors in the performance of this Agreement; or (iii) DISPOSER's handling, transportation, treatment and disposal of the Waste described in Schedule "B".

GENERATOR agrees to indemnify, save harmless and defend DISPOSER, its parent and/or subsidiaries and/or affiliates, along with any of its(their) officers, directors, stockholders, agents and employees, from and against any and all liabilities, claims, penalties, demands, fines, forfeitures, suits, causes of action and the costs and expenses incident thereto (including, without limitation, costs of settlement, defense and reasonable attorneys' fees), which DISPOSER may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations, ordinances or orders, arising directly or indirectly out of or in connection with (i) GENERATOR's breach of any term or provision of this Agreement; or (ii) any negligent or willful act or omission of GENERATOR, its employees or subcontractors in the performance of this Agreement.

ARTICLE XV

DEFAULT; CANCELLATION

In addition to its other rights, GENERATOR shall have the right, exercisable at any time by notice to DISPOSER in the manner provided for in Article XXI hereof, and without incurring

any liability to DISPOSER, to cancel this Agreement, upon the happening of any of the following events:

- (a) Violation by DISPOSER of any provision of this Agreement;
- (b) dissolution, or termination in existence of DISPOSER;
- (c) insolvency of DISPOSER;
- (d) assignment for the benefit of creditors by DISPOSER;
- (e) appointment of a trustee or receiver for any part of DISPOSER's property;
- (f) filing by or against DISPOSER of any petition in bankruptcy;
- (g) entry of any judgment against DISPOSER which remains undischarged or unbonded of record for ten (10) days;
- (h) attachment of or lien against any of DISPOSER's property by any judicial officer, which is not discharged within two (2) days thereafter; or
- (i) the storage or disposal facility (or facilities) designated in Schedule "A" fails to obtain, or maintain as valid, any license, permit or approval required to allow lawful acceptance and storage, treatment, processing and disposal of Waste at such storage or disposal facility (or facilities).

ARTICLE XVI

INSPECTIONS

GENERATOR shall have the right to inspect and obtain copies of all written licenses, permits or approvals, issued by any governmental entity or agency to DISPOSER or its

subcontractors which are applicable to the performance of this Agreement; to inspect and test, at its own expense, transportation vehicles or vessels, containers or storage or disposal facilities provided by DISPOSER; and, to inspect the handling, loading, transportation, storage or disposal operations conducted by DISPOSER in the performance of this Agreement. Such inspections are encouraged by DISPOSER. No such inspection shall in any manner waive or limit any obligation or liability of DISPOSER arising under or in connection with this Agreement.

ARTICLE XVII

INSURANCE

Within fifteen (15) days after executing this Agreement, and before commencing performance hereunder, DISPOSER shall procure and maintain, at its sole cost and expense and for the duration of this Agreement, at least the following insurance:

<u>Coverage</u>	<u>Limits</u>
(a) Workers Compensation, including Occupational Disease	Statutory
(b) Employer's Liability	\$100,000 each occurrence
(c) Comprehensive General Liability (bodily injury and property damage), including blanket contractual coverage, completed operations and independent contractors	\$5,000,000 combined single limit

- | | |
|--|--|
| (d) Automobile Liability (bodily injury and property damage), including non-owned and hired vehicles, and also including environmental restoration | \$5,000,000 combined single limit |
| (e) Blanket Excess Liability | \$5,000,000 |
| (f) Environmental Impairment Liability, including sudden and non-sudden accident coverage | \$3,000 per occurrence; \$6,000,000 annual aggregate |

The insurance required in (a) hereinabove shall include a waiver of subrogation in favor of GENERATOR. The insurance required in (f) hereinabove may be met by endorsing the policy in (c) and (e) hereinabove with the hazardous waste facility endorsement. DISPOSER shall maintain such higher limits for any of the insurance listed hereinabove and/or such other types of insurance as may be required by any federal or state law or regulation.

DISPOSER shall furnish GENERATOR with a Certificate of Insurance evidencing compliance with this Article. Such Certificate of Insurance shall provide there shall be no material change in or cancellation of the policy or policies until GENERATOR has been given thirty (30) days notice in writing by DISPOSER's insurers of the contemplated change or cancellation.

ARTICLE XVIII

OSHA COMPLIANCE

DISPOSER shall perform all work and services hereunder in a prudent and workmanlike manner and in accordance with the

established safe practices of the industry. DISPOSER shall comply with the Occupational, Safety and Health Act of 1970, as amended, and all rules, regulations and standards issued pursuant thereto, including any applicable state or local laws, ordinances, rules and regulations pertaining to occupational health. DISPOSER hereby agrees to indemnify and hold harmless GENERATOR, its agents, servants and/or employees from and against all penalties, costs, losses or expenses (including, without restriction, attorneys' fees) arising in whole or in part from or in any way related to DISPOSER's (or its employees') failure to comply with the foregoing, or any other provision of this Agreement relating to safety or health.

ARTICLE XIX

WORK ON GENERATOR'S PREMISES

In the performance of that portion of this Agreement which must be undertaken on premises owned or controlled by GENERATOR, DISPOSER shall comply with GENERATOR's safety procedures while on such premises, provided that DISPOSER shall have been notified of same, or that such procedures shall be conspicuously and legibly posted in the working area, or shall have been delivered in writing to DISPOSER, prior to the commencement of work on such premises.

ARTICLE XX
FORCE MAJEURE

In the event either party hereto is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, other than to make money payments when due, such party shall give notice and full particulars of such force majeure to the other party as soon as reasonably possible after the occurrence of the cause relied on, and the obligations of the party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch.

The term "force majeure", as employed herein, shall mean an act of God; strike, lockout or other industrial disturbance; act of the public enemy; war; blockade; sabotage; public riot; lightning; fire; storm; flood; explosion; malfunction or a necessity of making repairs to machinery or equipment; any action, order or regulation by any governmental entity; court injunctions or restraining orders; and, any other event, matter or cause, whether or not of the same class or kind as set forth above, which shall not be reasonably within the control of the party affected thereby.

The settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulty, and the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing party when such course is inadvisable in the discretion of the party having the difficulty.

ARTICLE XXI

NOTICES

All notices or communications between the parties shall be deemed to have been properly given if sent in writing by certified United States mail (Return Receipt Requested), postage prepaid, or by telex or TWX, addressed as follows:

IF TO GENERATOR:

ALASKAN COPPER WORKS
628 SOUTH HANFORD
SEATTLE, WA 98124
Attn: Mr. James C. Brown MRO Purchasing Mgr.
Telex No.: 206-623-5800
TWX No.:

IF TO DISPOSER:

TECREP, INB.
2212 SOUTH WEST TEMPLE #46
SALT LAKE CITY, UT 84115
Attn: WILLIAM H. FINNEY President
Telex No. 801-486-9100
TWX No.

Any notice or communication transmitted by mail shall be effective as of the date deposited in the United States mail. Any notice or communication transmitted by telex or TWX shall be effective upon

actual receipt. Either party hereto may change its notice address by giving notice to the other party in the manner set forth herein; provided, however, that no change of notice address shall be effective until received by the other party.

ARTICLE XXII

RECORDS AND AUDIT

DISPOSER shall maintain a true and correct set of records pertaining to its performance of this Agreement and all transactions related thereto. DISPOSER further agrees to retain all such records for a period of not less than five (5) years after completion of performance under this Agreement. Any representative or representatives of GENERATOR may audit any and all such records at any time or times during performance of this Agreement and during the five (5) year period after completion of performance.

ARTICLE XXIII

NON-WAIVER

The waiver by one party of any breach or default hereunder by the other party shall not operate or be construed as a waiver by that party of any other or subsequent breach or default of the same or any other provision hereof.

ARTICLE XXIV

SEVERABILITY

If any provision hereof is found by any court of competent jurisdiction to be illegal, invalid or unenforceable, for any reason whatsoever, such finding shall not affect the other provisions hereof, which shall remain in full force and effect.

ARTICLE XXV

ENTIRE AGREEMENT

This Agreement contains the entire and only agreement between GENERATOR and DISPOSER respecting the transportation, storage, treatment, processing and disposal of Waste and it supersedes all prior agreements, representations, promises or conditions in connection therewith; and any such agreement, representation, promise or condition not expressly incorporated herein shall be void as of the effective date hereof. In order to be binding upon GENERATOR and DISPOSER, any variation or waiver of this Agreement, or any of the provisions hereof, must be in writing signed by both parties.

ARTICLE XXVI

ASSIGNMENT

This Agreement shall be binding upon the parties hereto and their respective successors and assigns; provided, however, that neither party shall assign this Agreement, in whole or in part, without the prior written consent of the other party.

ARTICLE XXVII

LAWS, RULES AND REGULATIONS

This Agreement is in all respects subject to all Federal, State and Local laws and all directives, regulations and orders issued or published by any Federal, State or Local board, commission or agency and DISPOSER shall comply therewith. If applicable, the parties hereto shall comply with all provisions of Executive Order 11246 (Equal Employment Opportunity), as amended, together with all rules, regulations and relevant orders of the Department of Labor.

ARTICLE XXVIII

NONEXCLUSIVITY

This Agreement is not to be construed as granting to DISPOSER the exclusive right to have and/or treat and dispose of

GENERATOR's Waste, and GENERATOR reserves the right to contract with other parties for such services as it deems necessary.

ARTICLE XXIX

CONFIDENTIALITY

During the term of or directly or indirectly in connection with this Agreement, DISPOSER may obtain and/or acquire knowledge concerning information presently held by or pertaining to DISPOSER (its parent and/or subsidiaries and/or affiliates), whether financial, technical, technological, administrative, or of some other nature. Any and all such information, howsoever obtained by and/or made the subject of knowledge of DISPOSER, whether consisting of or having been obtained as a result of oral or written communications, documents of any nature, correspondence, agreements, or the presence or existence of other physical materials or facilities of any nature, or otherwise of, by, from, or on behalf of GENERATOR, shall be considered and defined as "confidential information" as said terminology is hereinafter referred to. DISPOSER, on behalf of itself, its officers, agents, servants, and employees, expressly covenants and agrees that all of such confidential information shall be held by DISPOSER in strictest confidence and secrecy, and that except for disclosure to GENERATOR such confidential information shall not be used by DISPOSER for any purpose, nor communicated, divulged, disclosed, or otherwise transmitted in any manner to any person,

AIRD INSURANCE AGENCY INC.

623 EAST 2100 SOUTH STREET
SALT LAKE CITY, UTAH 84106

PHONE:
(801) 486-5711



June 21, 1985

Alaskan Copper Work
MRO-Purchasing Manager
P.O. Box 3546
Seattle, Washington 98124

Attn: Mr. James C. Brown

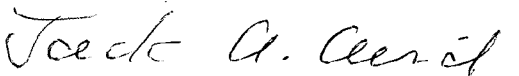
RE: Tecrep, Inc.

Dear Sirs:

Mr. William H. Finney of Tecrep, Inc. has requested that we provide a Certificate of Insurance for you. This Certificate has been ordered from the insurance company, Evanston Insurance Company of Evanston, Illinois. I am informed that the Certificate is forthcoming and I expect the document to arrive in two to three weeks. In the interim, please be advised that there is a policy of insurance with Evanston Insurance Company, policy # IE100547, with a limit of liability of \$5,000,000 which covers Hazardous Waste Operation Complete. This policy has an effective date of 12-22-84 to 12-22-85.

Should you have any questions regarding this coverage, please feel free to contact my office.

Best Regards,



Jack A. Aird
Aird Insurance Agency, Inc.

cc: William H. Finney



CERTIFICATE OF INSURANCE

SET TAB STOPS AT ARROWS
ISSUE DATE (MM/DD/YY)
-20-1985

PRODUCER AIRD INSURANCE AGENCY, INC. 623 EAST 2100SOUTH SALT LAKE CITY,UTAH 84106	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
COMPANIES AFFORDING COVERAGE		
COMPANY LETTER A		INDUSTRIAL INDEMNITY
COMPANY LETTER B		GEMSTAR INSURANCE COMPANY
COMPANY LETTER C		
INSURED TECREP, INC. 2212 SOUTH WEST TEMPLE SALT LAKE CITY,UTAH 84115	COMPANY LETTER D	
	COMPANY LETTER E	

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	MP 867- 64 74	2-11-85	2-11-86	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD				BI & PD COMBINED	\$ 1,000	\$ 1,000
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS				PERSONAL INJURY	\$	
	<input checked="" type="checkbox"/> CONTRACTUAL						
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS						
<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE							
<input checked="" type="checkbox"/> PERSONAL INJURY							
A	AUTOMOBILE LIABILITY	MP 867- 64 74	2-11-85	2-11-86	BODILY INJURY (PER PERSON)	\$	
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (PER ACCIDENT)	\$	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)				PROPERTY DAMAGE	\$	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)				BI & PD COMBINED	\$ 1,000	
	<input checked="" type="checkbox"/> HIRED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
<input checked="" type="checkbox"/> GARAGE LIABILITY							
B	EXCESS LIABILITY	NEX 23905	2-19-85	2-19-86	BI & PD COMBINED	\$ 5000	\$ 5,000
	<input checked="" type="checkbox"/> UMBRELLA FORM						
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY		
						\$ (EACH ACCIDENT)	
						\$ (DISEASE-POLICY LIMIT)	
						\$ (DISEASE-EACH EMPLOYEE)	
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

HAZARDOUS WASTE OPERATION COMPLETE

CERTIFICATE HOLDER ALASKAN COPPER WORK ATTN: MR. JAMES C. BROWN MRO PURCHASING MANAGER P.O. BOX 3546 SEATTLE, WASHINGTON 98124	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDORSE MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, AND ONLY ONE TO EACH SUCCEEDING ADDRESS. NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>[Signature]</i> AIRD INSURANCE AGENCY, INC.
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firm or corporation whatsoever, without the prior, express written consent of GENERATOR having been obtained in each instance.

ARTICLE XXX

APPLICABLE LAW

This Agreement shall be governed exclusively by the laws of the State of WASHINGTON, and any questions arising hereunder shall be construed or determined according to such laws and for the purposes of this Agreement.

ARTICLE XXXI

ARTICLE HEADINGS

The article headings of this Agreement have been inserted only to facilitate reference and shall have no bearing on the construction and interpretation of this Agreement.

IN WITNESS WHEREOF, GENERATOR and DISPOSER have executed this Agreement as of the date first above written.

ALASKAN COPPER WORKS
(GENERATOR)

By: 

Title: James C Brown, MRO Purchasing Mgr.

TECREP, INC.
(DISPOSER)

By: 

Title: William H. Finney, President

SCHEDULE "A"

TENDER OF WASTE:

(a) Quantity to be Tendered:

(1) Estimated (Non-Binding):

CAPICATORS FROM X-RAY MACHINERY TOTAL 4 ea.

(2) Guaranteed (If applicable):

~~MAX~~ N/A/

(b) Place of Tender:

SEATTLE WASHINGTON

(c) Time/Frequency of Tender:

ONE TIME ONLY

(d) Manner of Tender:

LOADED BY DISPOSER

LOADING AND TRANSPORTATION: Waste is to be loaded (or stored) on
vehicles (or vessels) by TECREP, INC. and transported
to the storage facility/disposal facility (circle one) by

TECREP, INC.. If the Waste is first transported to a storage facility, it will be reloaded (or stored) on vehicles (or vessels) by TECREP, INC. and transported to the disposal facility by TECREP, INC.. If DISPOSER is to provide transportation, the following special transportation requirements (if any) shall apply:

P.C.B. regulations per CFR 40 761, et al

STORAGE FACILITY: DISPOSER shall store the Waste at the following storage facility for a period not to exceed 60 days, from which storage facility such Waste will then be removed to the disposal facility.

(a) Name/Address of Storage Facility

U.S. ECOLOGY
P.O. Box 578
10 Miles S.E.
BEATTY, NEVADA 89003

(b) Name/Address of Storage Facility Permittee

U.S. ECOLOGY
9200 SHELLBYVILLE ROAD
LOUISVILLE, KY 40222

(c) Permit Numbers (include commencement and termination dates).

U.S. EPA # NVT330010000
Permit Date December 8th 1978. Termination at the decreation of
U.S. EPA upon finding and fulings of violation and T.S.D. permit
issued December 8, 1978.

(c) Permitting Authorities

U.S. EPA REGION # 9
REGIONAL ADMINISTRATOR
215 Fremont St.
San Francisco, CA 94105

DISPOSAL FACILITY: DISPOSER shall dispose of the Waste at the following disposal facility (or facilities):

(a) Name/Address of Disposal Facility

ROLLINS ENVIRONMENTAL SERVICES, (TX), INC.
2027 BATTLE BROUND
DEER PARK, TX 77536

(b) Name/Address of Disposal Facility Permittee

SAME AS ~~XXX~~ (a)

(c) Permit Numbers (include commencement and termination dates)

TXD055141378	TEXAS DEPT. OF WATER RES.
U.S. EPA REGION #6	P.O. Box 13087
ATTN: 6AEP 1	CAPITAL STATEON AUSTIN, TX 78711
1201 ELM ST. FIRST INTERNATIONAL BLDG.	Permit 1980 Term. 12/31/86 subject to Renewal
DALLAS TX. 75207	Commencing 1980 Termination at the decreation of US. EPA upon finding and

(d) Permitting Authorities rulings of violation of T.S.D. permit 1980.

U.S. EPA ABOVE TEXAS DEPT. OF WATER RES. ABOVE

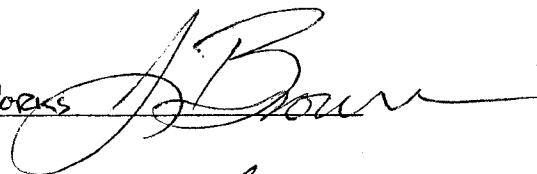
DISPOSAL METHODS: DISPOSER shall dispose of the Waste at the disposal facility by the following method(s):

WASTE WILL BE DELIVERED TO U.S. ECOLOGY AT BEATTY NEV. WHERE IT WILL BE RELOADED ON FULL TRUCK FOR TRANSPORT TO ROLLINS ENVIRONMENTAL SERVICE AT DEER PARK, TEXAS FOR INCINERATION PER EPA REGULATIONS.

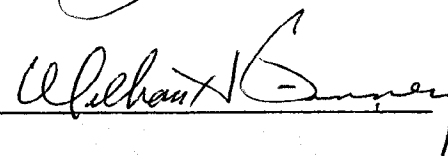
MISCELLANEOUS/SPECIAL CONDITIONS:

NONE

ALASKAN COPPER WORKS
(GENERATOR)




TECREP, INC
(DISPOSER)

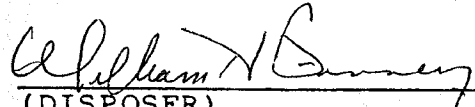


SCHEDULE "B"

Waste Composition and Physical Characteristics

PCB CAPICATORS FOR INCINERATION


(GENERATOR)
ALASKAN COPPER WORKS


(DISPOSER)
TELEP, INC.

SCHEDULE C

GENERATOR shall compensate DISPOSER as follows:

TOTAL JOB: INCLUDING PACKAGING, LABELING, TRANSPORTATION, DISPOSAL ~~by~~ by
INCINERATION. ~~xxx~~ \$2,000.00 Net 30 Days

(a) For transportation, storage and disposal of Waste.


INCLUDED


(b) For transportation and disposal of Waste.

INCLUDED

(c) For disposal of Waste only.

INCLUDED


(GENERATOR)
ALASKAN COPPER WORKS


(DISPOSER)
TECREP, INC.